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5 Attorney for Defendant,  
6 TIFFANY ALANA WOLFF d/b/a MISS V LANE

7  
8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 SWEET PEOPLE APPAREL, INC. d/b/a MISS  
11 ME, a California corporation, and RCRV, Inc.  
12 d/b/a ROCK REVIVAL, a California corporation,

13 Plaintiffs,

14 v.

15 PHOENIX FIBERS, INC., an Arizona  
16 corporation, U.S. GENERAL EXPORT, INC., a  
17 California corporation, SAC INTERNATIONAL  
18 TRADERS, INC., a California corporation,  
19 SHAUKAT ALI CHOCHAN, an individual,  
20 COMAK TRADING, INC., a California  
corporation, LYDIA EVILSA TERRAZAS CHO,  
an individual, MYUNG KWON CHO, an  
individual, TIFFANY ALANA WOLFF, an  
individual d/b/a MISS V LANE, XYZ  
COMPANIES 1-10, and JOHN AND JANE  
DOES1-10,

Case No.: 2:16-CV-00940 (TJH)

**DEFENDANT TIFFANY ALANA WOLFF'S  
COUNTERCLAIM FOR DAMAGES BASED  
ON EQUITABLE INDEMNITY AND  
CONTRIBUTION**

**DEMAND FOR JURY TRIAL**

Assigned to the Honorable:

District Judge: Terry J. Hatter, Jr.  
Magistrate Judge: Jacqueline Chooljian

[Answer filed concurrently herein]

1 TIFFANY ALANA WOLFF, an individual d/b/a  
2 MISS V LANE,

3 Cross-Complainant,

4 vs.

5 PHOENIX FIBERS, INC., an Arizona  
6 corporation, U.S. General Export, Inc., a  
7 California corporation, SAC INTERNATIONAL  
8 TRADERS, INC., a California corporation,  
9 SHAUKAT ALI CHOCHAN, an individual,  
10 COMAK TRADING, INC., a California  
11 corporation, LYDIA EVILSA TERRAZAS CHO,  
12 an individual, and MYUNG KWON CHO, an  
13 individual,

14 Cross-Defendants.

15 Counterclaimant TIFFANY ALANA WOLFF, an individual d/b/a MISS V LANE  
16 (“Counterclaimant”) alleges:

17 **THE PARTIES**

18 1. At all times mentioned herein, Counterclaimant TIFFANY ALANA WOLFF, an  
19 individual d/b/a MISS V LANE (“Defendant” or “Counterclaimant”), was and now is an individual  
20 doing business in Los Angeles County, California.

21 2. Counterclaimant denies that she has any liability to Plaintiff, but to the extent of  
22 Plaintiffs’ asserted claims herein, Counterclaimant alleges that Cross-Defendants should be held  
23 responsible for defending and indemnifying Counterclaimant.

24 **JURISDICTION AND VENUE**

25 3. This Court has federal question jurisdiction over this matter pursuant to 28 U.S.C. §  
26 1338 as to copyright matters (17 U.S.C. § 101), and supplemental jurisdiction over the claims arising  
27 under state law pursuant to 28 U.S.C. § 1367.

28 4. Venue in this Court is proper under 28 U.S.C. § 1391 because Defendant does business  
in this district and a substantial portion of the events or omissions giving rise to Counterclaimant’s  
claims occurred in this district.

**FIRST CAUSE OF ACTION**

**(For Equitable Indemnity Against all Cross-Defendants)**

5. Counterclaimant has been doing business in Los Angeles County during the operative period under Plaintiffs' complaint as MISS V LANE.

6. On or about February 10, 2016, Plaintiffs filed the Complaint herein against Counterclaimant and the other named defendants, among other things, for compensatory damages that Plaintiffs allegedly sustained as a result of: (1) Breach of Contract, (2) Trademark Infringement in Violation of 15 U.S.C. Section 1114, (3) False Designation of Origin and Unfair Competition in Violation of 15 U.S.C. Section 1125(a), (4) Unfair Competition in Violation of California Bus. & Prof. Code Sections 17200 et seq., (5) Dilution in Violation of California Bus. & Prof. Code Section 14247 and (6) Common Law Trademark Infringement and Unfair Competition.

7. If Plaintiffs sustained damages as alleged in their Complaint, these damages were caused, entirely or in part, by Cross-Defendants as set forth herein.

8. Counterclaimant is informed and believes, and on that basis alleges, that Cross-Defendants through commission or omission, acted in a negligent manner by, among other things: (1) advising improperly or failing to advise Counterclaimant of matters concerning the proprietary rights which are now being claimed about by Plaintiffs.

9. Counterclaimant is informed and believes, and on that basis alleges, that as a result, and due to the actions or omissions of Cross-Defendants, Plaintiffs have allegedly suffered damages as claimed in the Complaint which Plaintiffs blame wrongly on or attribute mistakenly in some way to Counterclaimant.

10. Counterclaimant is informed and believes, and on that basis alleges, that Cross-Defendants, through commission or omission, acted in a negligent manner as to have caused the damage alleged in the Complaint of Plaintiff in this action.

11. Counterclaimant is informed and believes that the damages alleged by Plaintiffs in their Complaint in this action, if (arguendo) in fact they occurred were, in whole or in part, the direct and proximate result of the negligence of Cross-Defendants, and each of them.

12. By service of this Counterclaim, Counterclaimant demands that Cross-Defendants who

1 have already been named as a Defendant in this action by Plaintiffs, indemnify and defend  
2 Counterclaimant for any and all expenses incurred by them in investigating the circumstances  
3 surrounding the events alleged in the Complaint and for defense costs and any other losses sustained  
4 by Counterclaimant as a result of the negligence of Cross-Defendants as alleged above. Unless  
5 Cross-Defendants immediately agree to such demand, Counterclaimant will deem such demand to  
6 have been denied.

7 13. As a proximate and direct result of the negligence of Cross-Defendants, and each of  
8 them, Counterclaimant has been damaged in an amount to be proven at trial, including consequential  
9 damages.

10 14. Cross-Defendants are responsible in whole or in part for the injuries and damage, if  
11 any, allegedly suffered by Plaintiffs as set forth more particularly in the Complaint. In the event  
12 Counterclaimant is adjudged liable for damages, injuries or losses of any nature whatsoever pursuant  
13 to the Complaint, she is entitled to receive equitable indemnity and comparative contribution from  
14 Cross-Defendants for any sums which Counterclaimant may be compelled to pay as a result of such  
15 judgment, and in addition thereto, she is entitled to be indemnified for all costs, expenses and  
16 attorney's fees which have been or may be incurred in either defending the lawsuit or settling with the  
17 Plaintiffs.

## 18 **SECOND CAUSE OF ACTION**

### 19 **(Against All Cross-Defendants for Contribution)**

20 15. Counterclaimant realleges and incorporates herein by this reference each and every  
21 allegation contained in paragraphs 1 through 14 as though set forth in full.

22 16. In the event that any part of this action should establish any liability on the part of  
23 Counterclaimant, Counterclaimant could then be obliged to pay sums representing the proportion or  
24 percentage of fault, not Counterclaimant's own but that of Cross-Defendants, other parties in this  
25 action, and/or of persons not a part of this action.

26 17. Counterclaimant desires a judicial determination of the respective rights and duties of  
27 Counterclaimant and Cross-Defendants with respect to the damages alleged in the Complaint. Such a  
28 determination is necessary and appropriate at this time in order that Counterclaimant may ascertain

1 their rights and duties with respect to the claims for damages asserted.

2 WHEREFORE, Defendant and Counterclaimant prays for judgment against Cross-Defendants  
3 as follows:

4 A. For damages in an amount according to proof at trial, but not less than any amount  
5 which Counterclaimant would be required to pay in this action, plus the expenses incurred by  
6 Counterclaimant in her investigation and defense of the Complaint, together with interest on said sum  
7 from and after the date on which said sum first became due and owing, according to proof at trial.

8 B. For a judicial determination of the respective rights and duties of Counterclaimant and  
9 Cross-Defendants with respect to the damages alleged in this action by Plaintiff.

10 C. For a declaration that Counterclaimant is entitled to comparative, partial, or full  
11 indemnity from Cross-Defendants, and each of them.

12 D. For costs of suit incurred herein as allowed by statute and law.

13 E. For attorneys' fees incurred herein as allowed by statute and law.

14 F. For such other and further relief as the Court may deem just and proper.

15 DATED: August 1, 2016

LAW OFFICES OF JT FOX, APC

16  
17  
18 By: 

19 J.T. Fox, Esq.  
20 Attorneys for Defendant,  
21 TIFFANY ALANA WOLFF d/b/a MISS  
22 V LANE  
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**JURY DEMAND**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Defendant ("Defendant") hereby demands trial by jury on all issues so triable that are raised by Defendant's Counterclaim.

DATED: August 1, 2016

LAW OFFICES OF JT FOX, APC

By: 

J.T. Fox, Esq.  
Attorneys for Defendant  
TIFFANY ALANA WOLFF, an  
individual d/b/a MISS V LANE

**PROOF OF SERVICE**

I, the undersigned, declare:

I am a citizen of the United States of America, am over the age of eighteen (18) years, and not a party to the within action. I am an employee of Law Offices of JT Fox, APC, and my business address is 556 S. Fair Oaks Ave., Suite 444, Pasadena, CA 91105.

On August 1, 2016, I served **COUNTERCLAIM FOR DAMAGES BASED ON EQUITABLE INDEMNITY AND CONTRIBUTION DEMAND FOR JURY TRIAL** on the parties involved by mailing a true and correct copy thereof in a sealed envelope, addressed as follows:

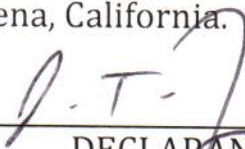
SEE ATTACHED SERVICE LIST

       **BY OVERNIGHT DELIVERY:** I caused each envelope, with delivery fees provided for, to be deposited in a box regularly maintained by an overnight delivery courier. I am familiar with Law Offices of JT Fox, APC's practice for collection and processing of correspondence for overnight delivery and know that in the ordinary course of Law Offices of JT Fox, APC's business practice the document described above will be deposited in a box or other facility regularly maintained by an overnite courier on the same date that it is placed at Law Offices of JT Fox, APC for collection.

  X   **BY MAIL:** I caused each envelope, with postage thereon fully prepaid, to be placed in the United States mail at Pasadena, California. I am readily familiar with the business practice for collection and processing of mail in this office; that in the ordinary course of business said document would be deposited with the US Postal Service in Pasadena on that same day. I understand that service shall be presumed invalid upon motion of a party served if the postal cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing contained on this declaration.

  X   (*Federal*) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on August 1, 2016, at Pasadena, California.

  
\_\_\_\_\_  
DECLARANT

**ATTACHEMENT TO PROOF OF SERICE**  
**USDC Case No. 2:16-cv-00940**

**SERVICE LIST**

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*(Plaintiffs)*

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*(Defendants)*

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*(Defendant)*

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*(Defendant)* and Myung  
Kwon Cho *(Defendant)*